LEC

WETLANDS WILDLIFE WATERWAYS

October 2, 2012

Federal Express

Chilmark Beach Committee
Attn: Pam Bunker
Town of Chilmark
401 Middle Road – P. O. Box 119
Chilmark, MA 02535

Re: Professional Services Proposal [LEC File#: TOCh\12-273.01]
Alternatives Analysis and Regulatory Feasibility
Lucy Vincent Beach
Chilmark, MA

Dear Ms. Bunker:

LEC Environmental Consultants, Inc., (LEC) is pleased to provide this proposal for professional consulting services associated with a feasibility study for a dune restoration/stabilization project along 300 linear feet of barrier beach separating Chilmark Pond from the Atlantic Ocean. LEC is a small, woman-owned business that specializes in coastal and inland wetlands, wildlife, and waterways. As a coastal geologist working in Massachusetts since 1978, I have been involved with numerous projects similar to this on the South Shore, Cape Cod, Buzzard's Bay shoreline, and Martha's Vineyard. In addition, we often work with NETCO Construction Project Managers to obtain supply costs and access methodologies in remote coastal locations. In addition to qualifications for LEC and me, I have also included qualifications for NETCO for your review.

It is our understanding that the purpose of the study is to collect and review existing environmental data, conduct a site evaluation, meet with the Clients, review compliance with local and state environmental regulations, and identify viable project alternatives with approximate costs. Our findings must be submitted to the Committee by mid-November in order for an Article(s) to be written in preparation for the April town meeting. This proposal is based on our discussions and constitutes an Agreement for Services with a lump sum budget. This proposal includes a Scope of Services, Additional Services, and Fees for Services. The information obtained in this feasibility study will enable us to provide a future proposal for final project design, permitting, and construction.

1 Scope of Services

The following tasks are to be performed under this agreement:

1.1 LEC will collect and review readily available information and data on shellfish and submerged aquatic vegetation, sediment characteristics, shoreline erosion, coastal processes, and historic information (e.g., aerial photos, maps, charts, survey plans, previous studies, etc.).

1.2 LEC will conduct a site evaluation during low tide conditions for the purpose of taking photographs, sediment samples, and summarizing the existing physical and biological characteristics of the wetland resource areas. After the site evaluation, an informal meeting with representatives of the Beach Committee and Pond Association would be beneficial to discuss project alternatives.

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1.3 LEC will review existing environmental regulations and conduct general interviews with local and state regulators to better understand current wetland and wildlife policy and regulatory constraints.

1.4 LEC will coordinate with NETCO to review preliminary design alternatives and obtain an Opinion of Probable Cost (OPC) for each viable (i.e., permissible) alternative.

1.5 LEC will summarize the findings of our alternatives and feasibility analysis in a letter report by November 16, 2012.

2 Additional Services

The following is a list of services that are specifically excluded from this Agreement, but can be provided upon your authorization in accordance with the attached Standard Fee Schedule.

2.1 LEC will attend any meetings to present or discuss the findings with the Association or its representatives. These services are to be billed on an hourly basis according the attached fee schedule.

2.2 LEC will provide additional consulting services related to other field investigations as requested by the client. These services are to be billed on an hourly basis according the attached fee schedule.

3 Fees for Services

LEC has estimated a budget of Three Thousand, Five Hundred Dollars ($3,500.00) for services described in Articles 1.1 through 1.5, inclusive of any and all direct expenses, as described in the Scope of Services of this agreement. LEC proposes to provide these services on a "lump sum" basis with the use of hourly fees according to the attached Standard Fee Schedule. This budget is a "not-to-exceed" amount; however, additional services can be authorized as provided for in Article 2. LEC shall inform the Client should it become necessary to exceed the budget in order to perform all proposed and additional services required.

The attached Terms and Conditions, and Standard Fee Schedule are also considered to be part of this Agreement. Should you wish to proceed, please endorse each copy of this Agreement, retain one for your records, and return one copy to LEC. No retainer is requested. This proposal is valid until October 24, 2012.

Thank you for the opportunity to provide these services. While the process of barrier beach migration is dynamic and occurs naturally, there are many reasons to manage the process to benefit the environment and existing land uses. Restoring the dunes will provide additional sediment supply to the beach and prevent potential inlet formation while preserving back dune vehicular access to the east and ongoing recreational activities along the coastal beach.

Should you have any questions or require additional information regarding this proposal, please do not hesitate to contact me at 508-746-9491 or shumphries@lecenvironmental.com.

Sincerely,

LEC Environmental Consultants, Inc.

Stanley M. Humphries (ss)

Stanley M. Humphries
Senior Coastal Geologist

Agreed and Accepted By:

Ms.
Date_____

Initial: _____

About LEC

Wetlands **Wildlife** **Waterways**

LEC Environmental Consultants, Inc. (LEC) is a multidisciplinary ecology-based environmental consulting firm dedicated to providing an interface between the natural sciences and land-use management.

Successfully coupling these two disciplines requires an accurate interpretation and articulation of local, state, and federal regulations. Our diversity of experience and strong scientific foundation enable us to find creative solutions to contemporary environmental challenges and regulatory requirements.

We offer a broad range of services applicable to the environmental permitting processes throughout Massachusetts and New England.

Working with our clients, we individually tailor each project to meet applicable local, state, and federal regulations by analyzing the unique site-specific characteristics and design requirements.

Our staff routinely collaborates with regulatory personnel—facilitating an integrated, regional approach to environmental permitting.

We are committed to finding expedient, economical, and environmentally responsible solutions to foster land use within the jurisdiction of the ever-changing environmental laws and regulations.

LEC WETLANDS WILDLIFE WATERWAYS

LEC is an ecology-based environmental consulting firm dedicated to providing an interface between the natural sciences and land use planning. We assist land owners, developers, and conservation organizations to maximize land use values by finding creative solutions to protecting natural resources that bring added value and increased profitability within the demanding timelines for project completion.

Working collaboratively with our clients, we individually tailor each project by analyzing the unique site-specific characteristics and design requirements. Our diversity of experience and strong scientific foundation enable us to find creative solutions to contemporary environmental challenges and regulatory requirements.

Our staff are qualified professionals in a variety of scientific and planning disciplines, including Wetland Ecology, Environmental Planning, Wildlife Biology, Soil Sciences, Restoration Ecology, Botany, Geology, Coastal Geomorphology, Marine Ecology, and Coastal Zone Management.

LEC offers a full range of services, addressing all environmental permitting processes throughout New England. LEC's services and permit applications include the following:

- Project Management, Strategic Planning, and Regulatory Compliance;
- Inland and Coastal Wetland Delineation;
- Natural Resource Inventories, Wildlife Habitat Evaluations, Rare Species Surveys;
- Vernal Pool Identification and Certification;
- Marine and Coastal Habitat Assessments and Inventories;
- Shoreline and Streambank Stabilization Design;
- Wetland Replication, Restoration and Buffer Zone Enhancement;
- Abbreviated Notice of Resource Area Delineations
- Requests for Determination of Applicability and Notice of Intent Applications;
- MEPA Environmental Notification Forms, Environmental Impact Reports, and Assessments;
- MESA Conservation & Management Permits;
- 401 Water Quality Certification;
- Chapter 91 Waterways Licenses;
- ACOE Section 404 and 10 Permits;
- Expert Testimony;
- Enforcement Resolution; and
- Peer Review Services.

Stanley M. Humphries

Education

University of South Carolina, Columbia, South Carolina
Master of Science, Geology, Spring 1977

University of South Carolina, Columbia, South Carolina
Bachelor of Science, Geology, Summer 1974

Professional Certifications and Affiliations

American Shore & Beach Preservation Association

Massachusetts Association of Conservation Commissions (formerly on the Board of Directors '92–'02)

Professional Experience

LEC Environmental Consultants, Inc.
Plymouth, Massachusetts (March 2006 – Present)
Senior Coastal Geologist

Mr. Humphries has 34 years of experience in coastal geomorphology, flood hazard mitigation, wetlands and waterways policy and regulations, environmental impact reporting, permit strategy and acquisition and expert testimony. His field experience has focused on resource delineations and functional assessments of the near shore marine environment; coastal beaches, banks, and dunes; barrier beaches and the 100-year coastal floodplain in Massachusetts. Project designs and reviews have ranged from shore protection measures, dredging and dredged material disposal, piers and docks, beach and dune nourishment, to commercial and residential waterfront developments. Typically, there is consultation with project engineers, architects, and lawyers regarding project design and regulatory implications; land use impacts to wetlands wildlife and endangered species; permit and license applications; and public presentation to environmental boards, commissions, and agencies. Mr. Humphries has served on several state task forces, advisory committees, and working groups concerning coastal erosion and flood hazards, as well as being qualified as an expert witness in several District and Superior Courts, Massachusetts Land Court and the Massachusetts DEP Adjudicatory Hearing process.

Relevant Project Experience

Barrier Beach Restoration and Nourishment: Project Manager for the design, permitting, and construction monitoring for a dune restoration and beach nourishment project. The project comprised the full extent of dune and beach nourishment (9000 c.y.) but only a partial planting plan of beach grass (approximately 6000 square feet and less than one quarter of that proposed). Sand drift fences were denied as unnecessary structural components and the extent of vegetation was limited because of rare and endangered avian species habitat. All local, state and federal permits were obtained within three months and no EIR was required.
Minister's Point, Chatham.
Owner: Group of Private Landowners

Coastal Dune and Roadway Restoration: Project Manager for a long-term management program that balanced the restoration of a primary dune with the restoration of vehicular access to the properties. Three primary activities were implemented: overwash sediments were excavated off the road and deposited along the primary dune crest; a sand drift fence was to be constructed at the landward toe of the dune; and, salt tolerant grasses and shrubs were planted at the restored dune area. While restoring and improving the natural functions of flood control and storm damage prevention associated with the primary frontal dune, safe passage along Inner Harbor Road is maintained.
Peggotty Beach, Scituate, MA
Owner: Group of Private Landowners

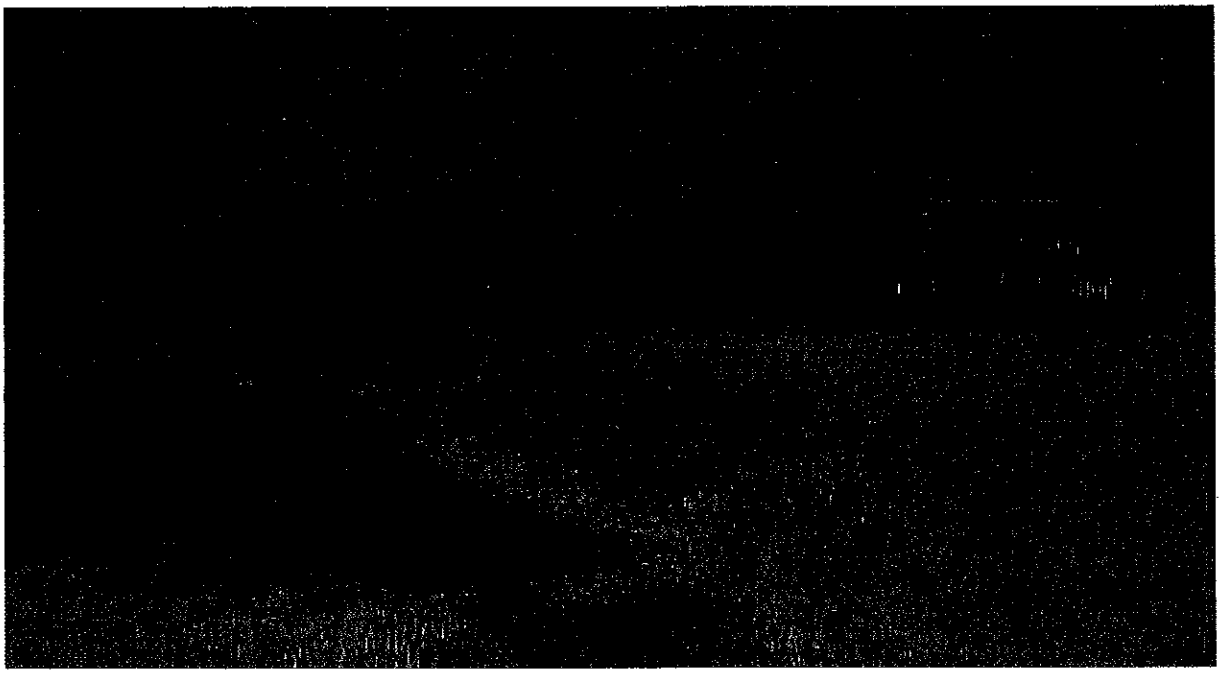
Ellisville ACEC Inlet Relocation and Beach Nourishment: Project Manager of the design and permitting for a project to relocate the tidal inlet and utilize the dredged material for beach nourishment. The goal of the project was to restore tidal flushing and enhance wildlife habitat and fisheries within the marsh system. Relocating the inlet to its former position and using the dredged material to obstruct the migration process defined the construction aspect of the project. LEC and the Friends of Ellisville Marsh obtained an Order of Conditions, a Chapter 91 Waterways Permit, a 401 Water Quality Certificate, and a Programmatic General Permit.
Ellisville Marsh, Plymouth, MA
Owner: Friends of Ellisville Marsh

Maintenance of East Chop Beach Club: Project Manager for the development of a Beach Management Plan that provides a basis for maintaining existing structures and recreational uses of the Club while restoring and protecting the natural barrier beach resource area functions along Nantucket Sound. Since the plan's objective was to maintain the existing facility in its current state and configuration, soft engineering measures may be necessary to protect the facilities from flooding, erosion and storm damages in the future. Such measures would include beach nourishment and dune restoration/enhancement.
Commercial Avenue, Oak Bluffs, MA.
Owner: East Chop Beach Club

Peer Review of Proposed Stone Revetment: Project Manager for the environmental and regulatory assessment of a proposed 135' long revetment proposed on a Coastal Bank along the Tisbury Great Pond shoreline. LEC concluded that two sections of the regulations were critical for the Commission's review and consideration; state regulation 10.30(3)(b) regarding protecting existing buildings, and local regulation Section IX.C.3 regarding *no adverse effect on...the use of bank*. LEC was able to provide the Commission with a better understanding of the critical technical and regulatory issues to enable them to deliberate project impacts and regulatory compliance.
Middle Point Road, West Tisbury, MA.
Owner: Town of West Tisbury Conservation Commission

Peggotty Beach Management Plan: Project Manager for the drafting and finalization of a management plan that: 1) describes the natural and human use characteristics of a developed barrier beach; 2) outlines numerous projects that would restore and protect the values of public and private property including dune restoration and beach nourishment; and, 3) recommends the implementation schedule for a number of selected projects.
Peggotty Beach, Scituate, MA.
Owner: Scituate Town Administrator and Conservation Agent

Minister's Point Barrier Beach Restoration
North Chatham, Massachusetts



LEC designed, permitted, and monitored a project to restore the width and height of the barrier beach for the purpose of improving the natural functions of flood control, storm damage prevention, and wildlife habitat. Two zigzag rows of a wooden sand drift fence were proposed approximately 570 feet long and located along the centerline or crest of the existing dune. Dune/beach nourishment was initially calculated to be approximately 6000 cubic yards of clean, fine to medium sand to cover an area approximately 0.86 acres in size. Approximately 26,400 square feet of the constructed dune would have been planted with beach grass 12"– 18" on-center.

The project that was finally approved comprised the full extent of beach nourishment and approximately 6000 square feet (less than ¼ of that proposed) of beach grass. The fences were denied as unnecessary structural components, and the extent of vegetation was limited because of rare and endangered avian species habitat. All local, state, and federal permits were obtained within three months, and no EIR was required. However, since the plan was over six months old and the beach had continued to erode, it took about 9000 cubic yards of sand to meet the proposed contours.

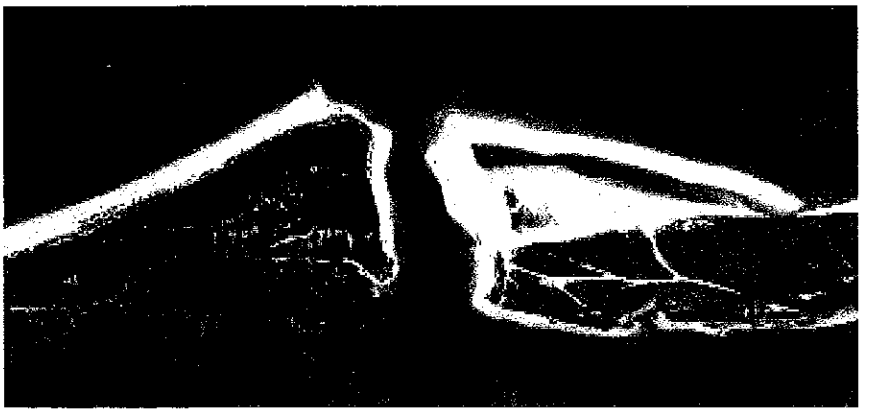
Construction took three weeks to complete the project. A temporary construction access 10 feet wide was located at the north end of the project area, and the land-based sand was trucked to the site, delivered to and stockpiled on an existing driveway turnaround area. A front-end loader moved the sand to the revetment and dumped onto the beach. Another front-end loader hauled and graded the sand from north to south. Once the final grades were achieved, the grasses were planted by April 15, 2007, the end of the construction period.

Coastal Dune Restoration
Scituate, Massachusetts

LEC designed and permitted the restoration of a coastal dune by utilizing existing sediments on three privately owned parcels and town property located along Inner Harbor Road on Peggotty Beach. The three project parcels are primarily composed of salt marsh and coastal dunes, whereas the town parcel is composed of coastal beach and dune. All properties on the barrier beach lie within the 100-year floodplain or land subject to coastal storm flowage. The town property has experienced continued erosion, and all four parcels have experienced overwash due to the low-lying nature of the barrier beach. Overwash that occurs during winter coastal storms and nor'easters carries sand form the beach and dunes across the properties, onto Inner Harbor Road and into the salt marsh. This has resulted in the lowering of the dune crest and obstructing vehicular access to these properties after storms occur.

The proposed project involved a management program that balanced the restoration of the primary dune with the restoration of vehicular access to the properties. To accomplish this goal, three primary activities were proposed: overwash sediment would be excavated from the road and deposited along the primary dune crest; a sand drift fence would be constructed along the landward toe of the dune; and, salt tolerant grasses and shrubs would be replanted in the restored dune area. While restoring and improving the natural functions of flood control and storm damage prevention associated with the primary frontal dune, safe passage along Inner Harbor Road would be maintained.

Ellisville ACEC Inlet Relocation and Beach Nourishment Project Plymouth, Massachusetts



LEC managed the design and permitting of a project to relocate the tidal inlet and utilize the dredged material for beach nourishment in the Ellisville ACEC (Area of Critical Environmental Concern). The 55± acre Ellisville Marsh is located on the western shore of Cape Cod Bay in Plymouth, Massachusetts. An inlet through the barrier beach allows tidal exchange between Ellisville Marsh and Cape Cod Bay which supports an expansive salt marsh and tidal creek system. However, the tidal inlet had migrated south over several years due to an inefficient tidal exchange. The poor flushing resulted in marsh die-off, lower fish populations and a decrease in shellfish.

The goal of the project was to restore tidal flushing and enhance wildlife habitat and fisheries within the marsh system. Relocating the inlet to its former position and using the dredged material to obstruct the migration process defined the construction aspect of the project. The proposed inlet opening elevation was lowered by dredging to mean low water (el. -4.4±) and narrowing the inlet width to promote self-scouring. The dredged material ranged from clean sand to cobbles and was compatible with the adjacent beaches. The initial material was placed along the southern side of the dredged inlet to plug the existing meandering inlet channel. Subsequent material was used to construct a berm or dune perpendicular to the beach to stabilize the channel location. In addition, the nourishment expanded habitat for the piping plover (*Charadrius melodus*). Due to the likelihood that major storms will continue to periodically block the inlet and cause migration of the channel, ten-year maintenance dredging permits were requested. However, 3-5 year permits were issued contingent upon monitoring and testing results required by various local, state and federal environmental agencies.

LEC and the Friends of Ellisville Marsh obtained an Order of Conditions from the Plymouth Conservation Commission, a Chapter 91 Waterways Permit and a 401 Water Quality Certificate from DEP, and a Programmatic General Permit from the U.S. Army Corps of Engineers. A Federal Consistency Review by the Massachusetts Coastal Zone Management (MCZM) Office was not required because of the strict monitoring that had already been imposed.

East Chop Beach Club
Oak Bluffs, Massachusetts

LEC developed a Beach Management Plan that provides a basis for maintaining existing structures and recreational uses of the Club while restoring and protecting the natural barrier beach resource area functions along Nantucket Sound. The plan documents the natural resource characteristics, describes the existing land uses and facilities, identifies a range of scheduled and unscheduled maintenance activities, and provides a long-term strategy for regulatory compliance.

This once undeveloped barrier beach became the site of two separate bathhouses and a marina in the northern section of the property by the 1940's. There is now one connected building and an upgraded sewage disposal system, but the southern section of the property remains undeveloped. The entire site remains below the 100-year flood elevation but the historic erosion rate is low. Maintenance of the existing facility in its current state and configuration is the objective of this plan. Therefore, soft engineering measures may be necessary to protect the facilities from flooding, erosion, and storm damages in the future.

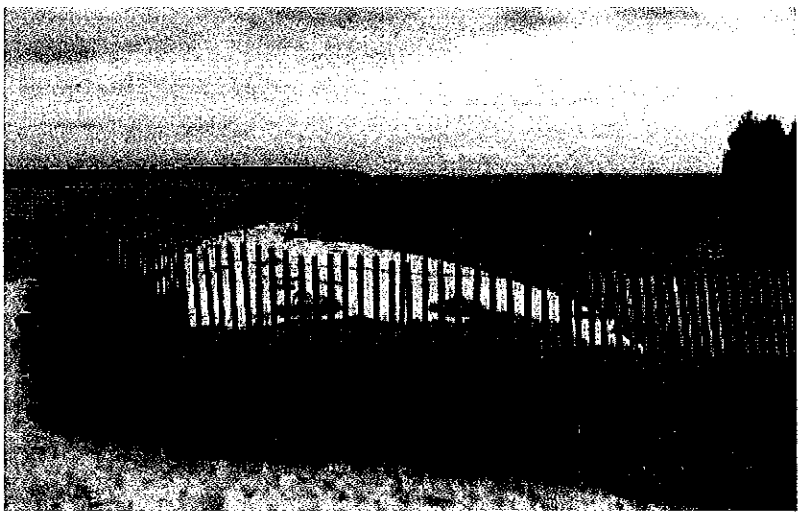
Such measures would include beach nourishment and dune restoration/enhancement. More suitable beach quality sand would enhance the recreational quality of the beach while compensating for erosion. Burying one or more zigzag rows of sand drift fence would protect the decks and bathhouses while stabilizing the upper beach and forming a small dune that could reduce wave energy during some storms. Finally, moderate to heavy planting of both beach grass and native shrubs in the dunes would reduce storm damage and improve opportunities for recreational use of the southern half of the beach while also enhancing wildlife habitat.

Peer Review
234 Middle Point Road
West Tisbury, MA

LEC was retained by the West Tisbury Conservation Commission (Commission) to provide a comprehensive professional review of a proposed Coastal Bank stabilization project on Tisbury Great Pond under the context of the *Massachusetts Wetlands Protection Act,* its implementing *Regulations* (310 CMR 10.00) (*Act*), the Town of West Tisbury *Wetlands Protection Bylaw* (*Bylaw*), and its implementing *Regulations*. LEC's services included review of the delineated wetland resource areas, Notice of Intent Application and site plans, comment letters from the Massachusetts Natural Heritage and Endangered Species Program (NHESP), and supplemental information provided by the Applicant's technical and legal representatives.

LEC's primary focus was on review of a proposed coastal engineering structure designed to protect an existing dwelling and whether the applicant had exhausted all other feasible methods of protection and whether there were adverse effects to the Coastal Bank as a sediment source. By focusing on these themes, LEC concluded that two sections of the regulations were critical for the Commission's review and consideration; state regulation 10.30(3)(b) regarding protecting existing buildings, and local regulation Section IX.C.3 regarding *no adverse effect on...the use of bank*. LEC was able to provide the Commission with a better understanding of the critical technical and regulatory issues to enable them to deliberate project impacts and regulatory compliance.

Sandy Beach Restoration and Inlet Stabilization Project
Fairhaven, Massachusetts



LEC assisted with the design and permitting of a project to nourish the barrier beach and stabilize the tidal inlet within a small, undeveloped, open space area used by the Sandy Beach Association for recreational purposes (i.e., bathing, kayaking, canoeing, and fishing. A gravel parking lot is located in the upland (non-wetland) western portion of the parcel. The area had a history of coastal storm surges and waves that would overtop the barrier, erode the beach, and carry sand into the marsh as overwash deposition. This has resulted in lowering of the dune crest and making upland areas beyond the marsh more vulnerable to flooding. Since there is no nearby natural sediment source, the barrier beach cannot restore itself naturally.

The proposed project involved reconstruction of an existing stone jetty (groin) and the nourishment of the barrier beach to restore the width and height of the beach/dune system for the purpose of improving the natural functions of flood control and storm damage prevention, protecting the salt pond and providing for a controlled recreational beach area. Boulders that existed on the beach and dune areas would be relocated to the jetty. Beach nourishment consisted of approximately 1000 cubic yards of clean, fine to medium sand to cover an area approximately 14,640 square feet in size. Approximately 1,000 square feet of the reconstructed dune would be planted with beach grass 12"- 18" on center. Once the final grades were achieved, the grasses would be planted sometime between November 15 and April 15.

LEC and Douglas N. Schneider Associates obtained an Order of Conditions from the Fairhaven Conservation Commission, a Chapter 91 Waterways Permit and a 401 Water Quality Certificate from DEP, and a Programmatic General Permit from the U.S. Army Corps of Engineers. No EIR was required during the MEPA review process.

NETCO

Getting There Together

Project Management

Projects completed

Projects in progress

Specialty Construction

Specialty Construction Services

Specialty Construction Projects

Featured Projects

About NETCO

NETCO Construction Project Managers, Inc. was established in 1991 as a construction project management firm. Since then we have worked for many clients with a wide variety of project management requirements. In 1998, we introduced our Specialty Construction division which focuses on erosion control work.

Our Project Management division focuses on the management of public and private building projects and includes new construction of all types, restoration and rehabilitation of historic structures, and adaptive re-use of both conventional and historic buildings. We have worked on projects as small as $2,500 to those exceeding $200 million, with our primary assignments generally in the $1 million to $20 million range. Our project management assignments have included libraries, schools, public safety facilities, condominiums, and shopping malls.

Our Specialty Construction division focuses on shoreline and inland marine projects. NETCO pioneered the use of biodegradable coir and jute fabrics for shoreline and coastal bank stabilization for clients and jurisdictions where traditional "hard" engineering solutions cannot be used. We also install traditional stone revetments, groins, gabions, and sandfill fencing.

In addition to erosion control activities, NETCO's Specialty Construction projects include the construction of coastal bank stairways, boardwalks and pedestrian bridges, and non-marine work such as the installation of livestock and deer fencing.

Please browse our website and call us with your questions. Our President, David Lager, can be reached at 781-693-6270 during normal business hours. If you have an emergency situation contact our off hours telephone number at 781-789-2382.

Specialty Construction

Specialty Construction Projects

Allin's Cove

Jerusalem Beach

Plum Island Dune Protection

Private Residence, Wellfleet, MA

Specialty Construction Services

Coastal Bank, Dune & Shoreline Stabilization

Reinforced Earth Structures

Beach Nourishment

Helical Earth Anchors

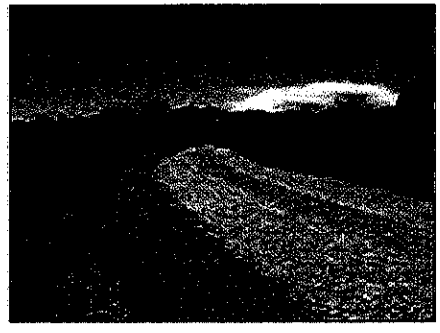
Boardwalks, Bridges, Stairs, Walkways

Fencing

Wetland, Salt Marsh and Shoreline Restoration

Beach Nourishment

A long used technique in many locations, beach nourishment is the placement of locally compatible sand materials to restore a beach to its original profile which, in most cases, has experienced extensive erosion losses. NETCO maintains a fleet of tracked crawler carriers, dozers, and excavation and dredge equipment to mine the sand at the supply point as well as to deliver and place the sand to the design contours of the beach. NETCO works with the client, the coastal engineer or geologist, the permitting engineer, and the other stakeholders (such as permitting authorities) to assist in designing a beach nourishment program that is economical, compatible, and feasible to construct.



LEC Environmental Consultants, Inc.

Terms and Conditions

This document, together with any attached proposals, plans, specifications or appendices, constitutes an Agreement between the Client and/or other involved parties and LEC Environmental Consultants, Inc. (hereafter referred to as LEC).

Below are the terms and conditions under which LEC will perform the attached Scope of Services. These terms and conditions also outline billing procedures and policies that apply to the Agreement for the duration of the Agreement with LEC.

1 Services to be Provided

1.1 LEC agrees to provide the Client with the services described in the attached Proposal in a responsible, professional manner.

1.2 Additional services may be requested by the Client and/or other involved parties and shall be invoiced in accordance with the attached Standard Fee Schedule.

2 Fees

2.1 Fees are re-evaluated on a semiannual basis. In the event of an increase, the Client will be notified 30 days in advance. Time is billed on a portal-to-portal basis.

2.2 Fees for services and/or hourly rates may be adjusted based upon project specific factors. Such factors may include, but are not limited to: time and labor required, difficulty of services involved, skills required to carry out the services, controversy involved; time schedule imposed by the Client and/or the unique project circumstances, the nature and length of the professional relationship with the Client, and the required level of experience of the consultant(s) performing the services.

2.3 Subcontracted services of other consultants will be invoiced at cost plus 20%.

2.4 The Client agrees to pay LEC in accordance with the rates and charges set forth in the attached Standard Fee Schedule.

2.5 If the services are discontinued for any reason after the execution of the Agreement, all services performed to date shall be compensated at the rates set forth in the attached Proposal and/or Standard Fee Schedule.

2.6 Reimbursable expenses are considered additional costs to the Client and are invoiced at cost plus 20% handling. These expenses may include, but are not limited to: facsimile transmission, transportation, postage, delivery charges, expendable project related supplies, meals and lodging. The Client will also be billed for disposable field supplies and/or special equipment, as applicable. Billing for such expenses shall occur on a monthly basis.

2.7 All Federal, State and Local Filing Fees are the responsibility of the Client/Applicant. Information regarding the type and amounts of required Filing Fees will be furnished to the Applicant in advance. Should LEC be requested by the Applicant to furnish these fees, the Applicant will be invoiced cost plus 20% handling.

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3 Payment

3.1 The mailing address for all payments is as follows: LEC Environmental Consultants, Inc. Attn: Accounts Receivable/Billing Dept., 12 Resnik Road, Suite 1, Plymouth, MA 02360.

3.2 Invoices for services shall be submitted on a monthly basis and/or upon the completion of services to be determined at the discretion of LEC. All such invoices shall be due and payable within 30 days of receipt.

3.3 LEC reserves the right to terminate or suspend its services at any time if our fees or charges set forth in the Proposal and/or these Terms and Conditions remain unpaid and we are not able to resolve a satisfactory arrangement for such payment.

3.4 The Client acknowledges and agrees that any invoice not paid within the 30 days shall commence to bear an interest charge at the rate of 1½ % per month (18% annum).

3.5 If a Client fails to pay an invoice as described above, the Client will then be classified as a delinquent account, and all future invoices must be paid in advance.

3.6 If a past due invoice must be forwarded to a collection agent, the Client agrees to pay all costs and expenses associated with the collection.

4 General Conditions

4.1 All services will be performed in a timely manner. It is agreed between all parties that LEC cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not have been foreseen at the time the agreement was prepared and executed.

4.2 All documents prepared pursuant to this Agreement are instruments of service with respect to this project. They are not intended or represented to be suitable for reuse by the Client and/or other involved parties or on any other Project and shall not be reused without the express written consent of LEC. Any reuse without written consent or adaptation by LEC for the specific purposes intended will be at the Client's own risk and without liability or legal exposure to LEC; and the Client, or whomever shall reuse said documents, shall indemnify and hold harmless LEC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

Any such consent or adaptation of reuse will entitle LEC to additional compensation at rates to be agreed upon by LEC and the person or entity seeking to reuse said documents. This section may be specifically enforced by any court or competent jurisdiction by LEC which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorney's fees in any action brought to enforce the provisions of this Section.

5 Damages

5.1 The Client shall at all times indemnify and save harmless LEC and its employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the acts, omissions, or negligence of the Client, its agents, employees, or subcontractors in connection with the project.

5.2 The Client acknowledges that LEC is a corporation and agrees that any claim made by the Client arising out of any act or omission of any employee of LEC in the performance of this agreement shall be made against the corporation and not against such employee. Any breach of this section shall entitle said employee of LEC to, in addition to all other relief, costs and reasonable attorney's fees.

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6 Right of Entry

The Client hereby warrants, if the property is not owned by the Client, that permission has been granted for a Right of Entry by LEC, its agents, and staff for the purpose of performing all services described in the attached Proposal. LEC reserves the right to request written right-of-entry authorization prior to the commencement of services.

7 Unforeseen Conditions

If, during performance of services, any unforeseen conditions or occurrences beyond our control are encountered which, in LEC's judgment, significantly affect or may affect the services of the recommended Scope of Services, the Client will be promptly notified. Subsequent to the notification, the involved parties agree to pursue one of the following options:

7.1 If practical, in LEC's judgment, the original Scope of Services will be completed in accordance with the procedures originally intended in the Proposal for Professional Services.

7.2 The Scope of Services will be modified, and the estimate of charges revised, to include unforeseen conditions or occurrences. Such revision shall be in writing and signed by the parties herein.

7.3 The services will be terminated, effective on the date specified by LEC in writing. The Client agrees to pay in full for all services completed and fees up to and including the date specified in the written termination and to pay all reasonable costs incurred prior to, and in connection with, discontinuance of services.

8 Severability

In the event that any provisions of this agreement shall be deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and binding upon all parties.

Initial: _____

LEC Environmental Consultants, Inc.

Standard Fee Schedule

Consulting and Field Services:	Hourly Rate:
Directors	$85.00 – 200.00
Senior Coastal Geologist	$125.00 – 175.00
Senior Soil Scientist	$150.00
Senior Ecologist/Marine Biologist	$100.00 – 125.00
Ecologist/Marine Biologist	$85.00 – 100.00
SCUBA Diver	$150.00
Senior Wildlife Scientist	$125.00 – 175.00
Wildlife Scientist	$65.00 – 125.00
Wildlife Specialist	$50.00 – 75.00
Senior Wetland Scientist	$125.00 – 175.00
Wetland Scientist	$65.00 – 125.00
Wetland Specialist	$50.00 – 75.00
Administrative Technical Assistant	$40.00 – 55.00
AutoCAD Technician	$50.00 – 65.00

Expert Testimony:	
Executive Director	$350.00
Assistant Director/Director	$300.00
Senior Coastal Geologist/Soil Scientist	$300.00
Wildlife/Wetland Scientist	$250.00
Ecologist/Marine Biologist	$225.00
Wetland/Wildlife Specialist	$200.00

Reimbursable expenses include, but are not limited to: facsimile transmission, printing and binding, photocopying, delivery charges, postage, expendable project related supplies, research materials, transportation, meals and lodging.

Effective: 01/2011

Initial: _____